

# EXHIBIT 5

**OMNIBUS ASSIGNMENT AND ASSUMPTION**  
**(CABO SAN LUCAS)**

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation ("Assignor"), having an address at 1271 Avenue of the Americas, 46<sup>th</sup> Floor, New York, New York, hereby confirms that it has sold, transferred, assigned, delivered, set-over and conveyed to DANSKE BANK A/S, LONDON BRANCH ("Assignee"), having an address at 75 King William Street, London EC4N 7DT, and Assignee hereby confirms that it has purchased from Assignor, all of Assignor's rights, title and interest with respect to the loan identified on Exhibit A attached hereto and made a part hereof (the "Loan") including, without limitation, all of Assignor's rights arising under the documents and/or instruments set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Loan Documents"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor's obligations as Lender arising under the Loan Documents. Any capitalized terms not otherwise defined in this Assignment (as hereinafter defined) shall have the meanings ascribed to such terms in the Loan Documents.

This Omnibus Assignment and Assumption ("Assignment") is being made by Assignor without recourse to Assignor, and without any representations, warranties or covenants, express or implied, by Assignor of any kind whatsoever. Accordingly, without limiting the foregoing, Assignor (i) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any of the Loan Documents, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the Loan Documents, or any other instrument or document furnished pursuant thereto; and (ii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any of its affiliates or the performance or observance by the Borrower of any of its obligations under the Loan Documents, or any other instrument or document furnished pursuant thereto.

Assignor hereby represents and warrants to Assignee that the signatory of this Assignment is duly authorized to execute and deliver this Assignment on behalf of Assignor.

Assignor hereby agrees to execute and deliver to Assignee such further and additional documents or instruments as may be reasonably necessary or appropriate to effectively transfer, convey and perfect to Assignee all of the rights and privileges contemplated hereby under and pursuant to the applicable laws of each jurisdiction having an interest in or authority over or with respect to any and all collateral for the Loan, including, without limitation, an allonge, assignment of mortgage, assignment of assignment of leases and rents, assignment of beneficiary rights under any trust or similar document, assignment of rights under any collateral agreement and UCC financing statement assignment (in each instance conformed to local law and the requirements of the local jurisdiction where the collateral or the debtor is located) as well as such other instructions, notifications, authorizations, allonges, assignments, instruments and other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the absolute assignment to Assignee made hereunder.

ERROR! UNKNOWN DOCUMENT PROPERTY NAME.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws.

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